

Contract no. 535

F

142

A G R E E M E N T
BETWEEN
LIVINGSTON BOARD OF EDUCATION
AND
LIVINGSTON SUPERVISORS' ASSOCIATION
FOR THE PERIOD
JULY 1, 1992 THROUGH JUNE 30, 1994

LIVINGSTON SUPERVISORS' ASSOCIATION

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	SUCCESSOR AGREEMENT	2
ARTICLE II	SALARY SCHEDULE	3
ARTICLE III	HEALTH INSURANCE	4
ARTICLE IV	SICK LEAVE, TEMPORARY & EXTENDED LEAVES	5
ARTICLE V	MATERNITY AND CHILD CARE LEAVES	9
ARTICLE VI	PROFESSIONAL IMPROVEMENT	11
ARTICLE VII	LEAVES FOR EDUCATIONAL IMPROVEMENT	12
ARTICLE VIII	GRIEVANCE PROCEDURE	15
ARTICLE IX	SEPARATION PAYMENT	22
ARTICLE X	CONDITIONS OF EMPLOYMENT	23
ARTICLE XI	DURATION OF AGREEMENT	26
ARTICLE XII	ENTIRE AGREEMENT	26

PREAMBLE

THIS AGREEMENT is made and entered into this 10th of August, Nineteen Hundred Ninety-Two (1992)

BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON,
ESSEX COUNTY, NEW JERSEY, hereafter the "Board";

AND THE SUPERVISORS' ASSOCIATION OF LIVINGSTON,
hereinafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's employees consisting of all regularly employed certificated 9-12 Supervisors; K-8 Supervisors; 6/7-12 Supervisors; K-12 Supervisor of Art; Supervisor of Music; Supervisor of Instructional Computing; Supervisor of Physical Education/Health; Supervisor of Special Education, and Director of Athletics whether under contract or on leave employed by the Board. (Unless otherwise indicated, as used herein the term "employee" shall refer to all employees covered in the described unit as above defined.)

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I: NEGOTIATION OF SUCCESSOR AGREEMENT

- I. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.
- II. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II
LIVINGSTON BOARD OF EDUCATION
SUPERVISORS' SALARY SCHEDULE

Supervisor of
Educational Computing

Supervisors, 6-12, 9-12,
7-12, K-8, K-12
Director of Athletics

1992-93

<u>STEP</u>	<u>12-Month</u>	<u>10-MONTH</u>
1)	54,080	42,840
2)	57,266	45,575
3)	60,400	48,565
4)	63,010	51,555
5)	66,670	54,545
6)	69,800	57,536
7)	72,940	60,526
8)	76,070	63,540
9)	79,172	66,674
10)		69,787
11)		73,015

1993-94

<u>STEP</u>	<u>12-MONTH</u>	<u>10-MONTH</u>
1)	54,785	43,270
2)	58,010	46,030
3)	61,185	49,050
4)	63,829	52,070
5)	67,537	55,090
6)	70,707	58,111
7)	73,888	61,131
8)	77,060	64,175
9)	80,200	67,352
10)	83,000	70,674
11)		76,515
Earned Doctorate	\$1,300	
20-Year Longevity	1,500	
25-Year Longevity	2,000	

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned, and record of attendance of each employee by the superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

ARTICLE III: HEALTH INSURANCE

I. ELIGIBILITY

- A. All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.
- B. Employees contracted for ten or more months each year shall be eligible for twelve months' benefit coverage under this policy. Employees contracted for less than a ten-month period shall be eligible for benefits for only those months in which they work provided they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.
- C. Employees on approved leave (i.e., medical, maternity, child-care) shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board of Education for the period of one year only from the date of the leave.

II. BENEFITS

- A. The Board agrees to provide the same health insurance benefits to the Supervisors' Association as it provides for the Livingston Education Association. In addition, the Board will provide an Employee Assistance Program at its expense.
- B. The Board agrees to pay the cost annually of a complete physical examination for each employee, including eye examinations, one pair of prescription glasses or contact lenses if required, to an aggregate limit of \$250.
- C. The Supervisors' Association, through its designated representatives, shall actively participate in the discussion and considerations of the updating or revisions in the benefit package and/or health providers for the Livingston School District and shall be a part of the decision-making process.

ARTICLE IV: SICK LEAVE, TEMPORARY & EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- A. Twelve (12) days of absence per contract year shall be allowed for personal illness each school year, without any pay deduction, for 10-month employees and fourteen (14) days of absence per contract year shall be allowed for personal illness each year, without pay deduction, for 12-month employees.
- B. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
- C. Absences beyond leave provided for in "A" and "B" will be extended by an additional number of days, equal to the number of days as were accumulated up to the end of the previous fiscal year.
- D. Payment for absence beyond accumulated days provided for in "A", "B", and "C" above will be taken into consideration by the Board through the recommendation of the Superintendent.
- E. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom that employee is responsible.
- F. In Worker's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of the employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability

ARTICLE IV: SICK LEAVE, TEMPORARY & EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS (cont'd.)

benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

II. QUARANTINE

Absences due to quarantine that are not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon the filing of a certificate by the quarantining officer.

III. CONTINGENCY ABSENCES

Contingency absence may be approved without pay deductions as follows:

- A. By applicant submitting a request on the special form provided by the administrator to whom he is responsible, the request is not specifically provided for in "1" through "9" below, then "miscellaneous" should be checked and an explanation may be required by the Superintendent.
- B. Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employees' accumulation of days for separation pay upon retirement. (See Article IX) Days accumulated under this provision are irretrievable for any purposes other than separation pay.
- C. Absences under this category include:
 - 1. Urgent personal family business which can only be transacted or conducted during the time that school is in session warranting absence from duty.
 - 2. Religious observance, requiring a full-day absence; this should be requested on the appropriate form and submitted at least two weeks in advance.
 - 3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.

ARTICLE IV: SICK LEAVE, TEMPORARY & EXTENDED LEAVES OF ABSENCE

III. CONTINGENCY ABSENCES (cont'd.)

4. Visits for medical or dental services that have been arranged at a prior date; this sort of leave may be used instead of using a sick day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with an emphasis, as a deciding factor, on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board of Education.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse, or child.
10. Miscellaneous - Instances not specifically provided for above will be at the discretion of the Superintendent.
11. Any supervisor summoned for jury duty shall be free to serve with no alteration in salary, contingency days, or work schedule provided he requests an exemption from such service and the request was denied. A copy of the request shall be provided to the Superintendent's office.

ARTICLE IV: SICK LEAVE, TEMPORARY & EXTENDED LEAVES OF ABSENCE

IV. BEREAVEMENT ABSENCES (no charge)

- A. Five (5) days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household.
- B. One (1) day per occurrence - death of a relative other than those specified in IV/A.
- C. If such days referred to in "A" and "B" prove inadequate for an employee, the Superintendent may accord appropriate relief.

ARTICLE V: MATERNITY AND CHILD CARE LEAVES

I. MATERNITY LEAVE

A. Definition

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

B. Options:

1. A pregnant employee may choose to be treated as any other employee with a sickness or disability.
2. Separate and distinct procedures are provided which the employee may ultimately choose to elect.

C. Application/Duration

1. Application for leave shall be made, in writing, to the superintendent no later than sixty days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the Superintendent and employee.

D. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston School System, at the appropriate step on the salary schedule.

E. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board of Education, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

II. CHILD CARE LEAVE

A. Definition

Child care leave is for the purpose of care for a natural or an adopted child.

ARTICLE V: MATERNITY AND CHILD CARE LEAVES (Cont'd.)

B. Application/Duration

1. Application shall be made, in writing, to the Superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of have the leave.
2. Application for child care leave shall be considered by the administration and the Board of Education on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the Superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier if necessary, in order to fulfill the requirements for adoption.

C. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston School District at the appropriate step on the salary schedule.

D. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board of Education, for permission to return to the position for which the employee qualifies prior to the termination of the period for which leave was granted.

E. Application for Extension

An employee may apply for and be granted by the Board, upon recommendation by the Superintendent, an extension of child care leave.

ARTICLE VI: PROFESSIONAL IMPROVEMENT

I. TUITION REIMBURSEMENT

- A. The Board of Education will budget \$2,000. for the payment of tuition for college and equivalent courses for use by members of this unit. Such payment will be made upon presentation of proof of successful completion of courses which have been approved in advance by the Superintendent. Distribution of the \$2,000. tuition fund shall be for approved courses on a first-come, first-served basis and with exceptions at the discretion of the superintendent. (Employees on leave under the provisions of Article VII and whose leave requires them to pay tuition costs are eligible for tuition reimbursement only at the lowest priority level and only after any other employee's approved request has been committed and only to the extent that monies are unexpended from the amount stated in this article.)
- B. Maximum payment for an approved course will be \$350. limited to one course per person; however, if the amount of funds available permits, employees may take an additional approved course for reimbursement on a first-come, first served basis until the funds are exhausted. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule.
- C. The Board agrees to provide \$600 per member for membership fees and services provided by professional organizations. The organizations will be chosen by the employee. Professional publications, programs and materials may also be requisitioned up to the dollar limit provided in this section.

ARTICLE VII: LEAVES FOR EDUCATIONAL IMPROVEMENT

I. Leaves under this article are designed to promote professional improvement, expand professional competence and to provide administrators with the opportunity to study, observe and/or evaluate educational programs so as to benefit the general efficiency of the Livingston School System.

A. Observations, Workshops, Seminars, Conventions, Conference and Other Approved Educational Programs

The Board of Education budgets funds for these types of leaves for members of this unit. Applicants are to apply through the Assistant Superintendent for Personnel for these leaves. They are subject to the approval of the Superintendent. Application for the above should be made as far in advance as possible.

B. Sabbaticals

All eligible administrators shall have the privilege of selecting one of the following two plans:

1. Plan A: A sabbatical leave of absence for one year at two-thirds pay after completion of seven or more years of full-time continuous satisfactory service. This two-thirds shall be of the employee's own salary or the maximum salary listed in the M+32 column of the Teachers' Salary Schedule, whichever is the lesser (not including the doctoral differential).
2. Plan B: A sabbatical leave of absence for one (1) year at full pay after the individual has completed at least eleven (11) years or more of full-time continuous satisfactory service in the system. No sabbatical leaves for travel will be granted under this plan.

The type of study and length of time devoted to a sabbatical leave shall be developed between the applicant(s) and the Superintendent. Should such a study be made during a time when the administrator is

ARTICLE VII: LEAVES FOR EDUCATIONAL IMPROVEMENT (Cont'd.)

not at work under contract (i.e., administrators under 10-month contract during the summer months), a stipend or expense allowance, or both, agreed upon with the Superintendent and approved by the Board of Education may be paid. A sabbatical leave for the purpose of meeting the residence requirement for an approved doctoral program at an accredited university may be granted for one full year or less, as needed.

These types of leaves shall be available once every third year, but if the options are not taken during a year for which administrators are eligible, the options remain available until taken and the two-year hiatus shall apply thereafter again. It shall be further agreed that any full-year leave, the doctoral leave included, shall obligate the recipient to return to the Livingston schools for two years of service after completion of the leave. In addition, a satisfactory account of the year's experience, in writing, shall be forthcoming.

During this period of study, other than a leave for a doctoral program, approved expenses shall be paid by the Board of Education. If the study is made during the time the administrator is at work under contract, his salary shall continue at the contract rate.

II. APPLICATION FOR SABBATICAL LEAVE

Application for a sabbatical leave towards completion of doctoral program shall be made to the superintendent on or before November 1 of any year. If approved, such leave shall begin officially during the school year immediately following in accordance with the official school calendar. Applications for all other sabbatical leaves may be made as far in advance of the scheduled study as possible.

III. STATUS OF TENURE AND PENSION

The period of all approved sabbatical leaves shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance to the usual step on the salary schedule.

ARTICLE VII: LEAVES FOR EDUCATIONAL IMPROVEMENT (Cont'd.)

IV. REINSTATEMENT

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Livingston School District.

V. FINAL REPORT

The employee will submit a written report to the Superintendent which will be reprinted in the Superintendent's Monthly Report. The report will relate the ideas gained, and subsequent benefits expected therefrom, and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

ARTICLE VIII: GRIEVANCE PROCEDURE

I. STATEMENT OF PURPOSE

An employee is encouraged to resolve that employee's grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

II. DEFINITION OF TERMS

- A. Grievance: A grievance shall mean a complaint by an employee that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.
- B. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes; nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.
- C. Exclusion: However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule: or wherein (2) The Board of Education is without authority to act: or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenured employee's contract.

ARTICLE VIII: GRIEVANCE PROCEDURE (Cont'd.)

III. GENERAL PRINCIPLES

- A. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.
- B. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties; maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
- C. The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by two (2) officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given three (3) days in advance.
- D. Stipulated times provided for herein are intended as outer limits to be strictly adhered to except in cases of the closing of school or extenuating circumstances such as illness or personal emergency, in which events the aggrieved party and the employee's superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.
- E. This procedure generally provides for three stages of action. In the case of most employees, it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a

ARTICLE VIII: GRIEVANCE PROCEDURE (Cont'd.)

mamber of the same unit. If such is the case, the employee shall commence the grievance at the stage determinad by the position of the employee's immediate superior. The employee shall then follow the procedure as outlinad herein.

- F. This grievance procadure and the administration hereof shall, in all respects, comply with the laws and statutes of the state of New Jersey and with tha Rules and Ragulations of tha State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given casa conflicts with any said law, statute, rula or regulation, the conflicting portion of this procedure or the administration hareof in eny given case conflicts with any said law, statute, rula or regulation, than the conflicting portion of this procedure or the administration thareof in the particular case shall be null and void.
- G. Determinations at the Stage II level may be made by an Assistant Superintendent provided both the aggriaved and the Superintendent mutually agree, in advance, to accept a hearing and determination by such as Assistant Superintendent.
- H. All documents, communications and records daaling with the processing of a grievance shall ba filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

IV. STAGE I

- A. An employee having a grievance shall present it in the first instanca to the employee's immediate superior within thirty (30) school days after the occurrenca of or the awareness of the event or events giving rise to the same.
- B. The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedura provided for herein. The amployee and the immediate superior shall ba

ARTICLE VIII: GRIEVANCE PROCEDURE (Cont'd.)

IV. STAGE I (cont'd.)

specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of the determination within five (5) working days from the date of this original presentation of the grievance. The determination will be in writing.

VI. STAGE II

- A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools. This petition shall be filed within fifteen (15) working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.
- B. The petition to be filed shall contain at least the following:
 - 1. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.
 - 2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
 - 3. The aggrieved's understanding of the Stage I determination.
 - 4. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.

ARTICLE VIII: GRIEVANCE PROCEDURE (Cont'd.)

VI. STAGE II (cont'd.)

5. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated therein.
- C. Upon receipt of the petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth the Superintendent's understanding of the following:
1. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
 2. The dates upon which the Stage I proceeding was commenced and then determined.
 3. The determination made at Stage I and the reasons therefore.
 4. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by the superior was arrived at after hearing all pertinent statements in the matter.
- D. Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned.
- E. Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent shall then proceed to determine the matter and shall advise the parties of that determination within fifteen (15) working days from the date upon which the petition was first filed with the Superintendent. The Superintendent's determination shall be in written form.

ARTICLE VIII: GRIEVANCE PROCEDURE (Cont'd.)

VI. STAGE III (cont'd.)

- A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, said aggrieved shall file a petition to the board within ten (10) working days from the receipt of notification of the Stage II determination, and forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.
- B. The Board petition to be filed with the Board Secretary shall contain at least the following:
 - 1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
 - 2. The date upon which the aggrieved was informed of the Stage II determination.
 - 3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
 - 4. A description of the action requested to be taken or the relief requested to be granted or from the Board.
 - 5. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.
- C. Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of said Superintendent's findings and determination made at the Stage II level, if one has not been previously prepared; the Superintendent shall file the same with the Board and deliver a copy thereof to the aggrieved.
- D. Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to

ARTICLE VIII: GRIEVANCE PROCEDURE (Cont'd.)

VI. STAGE III (cont'd.)

schedule a hearing date for the presentation of other matters in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within fifteen (15) working days from the date of the filing of all papers or, in the case of a scheduled hearing, within fifteen (15) working days from the conclusion of the hearing.

E. The Board's determination may be rendered orally. However, the determination must be rendered in writing to the parties involved.

ARTICLE IX: SEPARATION PAYMENT

I. ELIGIBILITY

All employees covered by this agreement, after 15 years of continuous service in the district, shall be eligible for separation pay.

II. SEPARATION PAY

Employees covered by this Agreement will be paid \$50 for each accumulated sick and contingency day (without limit) at the time of leaving. Any adjustment in separation pay in 1993-1994 LEA contract shall be in the same ratio to this contract in 1993-94.

A. Payment to be made by any of the following methods as determined by the employee:

- 1) in one lump sum payment in the final check issued in the year of separation
- 2) on January 1st of the following year at the employee's discretion
- 3) applied to extension of the retirement date.

B. Monies will be paid to the employee's estate if death occurs while the employee is in service in the district.

C. The method of providing separation pay shall be mutually agreed to by the Board of Education and the supervisor.

ARTICLE X: CONDITIONS OF EMPLOYMENT

I. VACATIONS

- A. While September 1 through June 30 are the parameters for the contractual year, experience indicates that a major portion of additional departmental responsibilities occur in the summer. Therefore, it is understood that supervisors will have flexibility in allocating their contractual time throughout the year to meet the demands of their department with the approval of their immediate superiors. (Interviewing, ordering process, room alterations, etc.)
- B. All members working 12 months shall have 23 vacation days plus 6 days in lieu of legal holidays worked. These may be taken at any time that classes are not in session. In the event a member cannot use his allotted vacation time as a result of the demands of the job and at the direction of the superintendent, he/she shall be permitted compensatory time taken at a period agreeable between the member and the supervisor and with the approval of the superintendent. During the first year of employment, 12 month employees shall be entitled to six days in lieu of legal holidays worked and will accrue vacation time at the rate of 1/12 of total available for each month worked.
- C. Vacation schedules for 10-month employees shall parallel that of teachers.
- D. Unused vacation days may be accumulated to a maximum of 29 and used at the time of retirement or separation. Written notification of unused vacation days must be filed with the Superintendent on an annual basis.

ARTICLE X: CONDITIONS OF EMPLOYMENT (Cont'd.)

II. COMPENSATION FOR EXTRA WORK

- A. If additional work is necessary when school is not in session, as determined by mutual agreement between the superintendent and the supervisor involved, compensation shall be at the rate of \$10.00 per hour above that of the compensation of teachers.

III. DUTIES AND RESPONSIBILITIES

- A. Because of the after school demands made upon them as department chairpersons, supervisors shall not be assigned during- or after-school duties which are normally assigned to teachers when possible.
- B. Changes in the job descriptions for members of the units shall be by mutual agreement.
- C. Teaching Responsibilities for Secondary Supervisors

<u>Position/Department</u>	<u>Teaching and/or Admin. Pds. Per Wk.</u>
Art	5
Business	15
English	10
Foreign Language	10
Industrial Arts	15
Mathematics	10
Music	5
Physical Education/Health	5
Science	10
Social Studies	10

ARTICLE X: CONDITIONS OF EMPLOYMENT (Cont'd.)

The number of teaching assignments may be reduced in consideration of the assignment of school-wide administrative responsibilities, excessive numbers of non-tenured teachers, or other departmental obligations which significantly impact on the workload of the supervisor.

Supervisors at K-8 level, the Supervisor of Special Education, the Athletic Director, shall devote full time to supervisory duties.

- E. Supervisors teaching after school in-service courses shall be compensated at the rate of \$300 per one-credit course. This rate will be adjusted in proportion to changes in the LEA contract.

ARTICLE XI: DURATION OF AGREEMENT

THIS AGREEMENT dated August 10, 1992 shall take effect July 1, 1992, and shall continue in full force and effect without change through June 30, 1994.

ARTICLE XII: ENTIRE AGREEMENT

- I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.
- II. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

LIVINGSTON BOARD OF EDUCATION

By Shirley Goldblum
President

By Louis D. Reale
Secretary

SUPERVISORS' ASSOCIATION

By Edna H. Haby
President

By John J. Scussal
Secretary